

The complaint

Mr C is unhappy that Aviva Insurance Limited declined a claim made under a travel insurance policy he had the benefit of ('the policy').

Mr C is being represented in this complaint but, for ease, I've referred to him throughout.

What happened

Mr C was one of a group of students who was due to travel abroad for an educational trip.

He was denied boarding by airline staff (wrongly, as the airline has subsequently admitted) because they believed Mr C needed a particular visa to travel. Because of this, Mr C missed out on the trip and a claim was made on the policy for the associated out-of-pocket expenses incurred.

Aviva declined the claim. It relied on the following exclusion under the 'cancellation, curtailment or change of itinerary' section of the policy:

We will not be liable for any claim resulting from:

...The financial failure or omission or neglect of any provider or its agent of transport or accommodation...

I'll refer to this as 'the policy exclusion'.

A complaint was made to Aviva. After Aviva maintained it had correctly declined the claim, the complaint was brought to the Financial Ombudsman Service to investigate.

One of our investigators looked into what happened and didn't uphold the complaint. Mr C disagreed with this recommendation. So I've been asked to consider everything afresh and make a decision.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Aviva has a regulatory obligation to handle insurance claims fairly and promptly. And it mustn't unreasonably decline a claim.

I know Mr C feels very strongly that Aviva has acted unfairly in this case. I have a lot of empathy for what happened. Through no fault of his own, he missed out on the trip. The airline made an error which resulted in Mr C being denied boarding.

However, I'm satisfied that Aviva has fairly and reasonably declined the claim. I'll explain why.

- travel insurance policies don't cover all situations (even those outside the insured's

control). Claims are subject to the terms and conditions of the policy.

- Even if there was an insured event under the 'cancellation, curtailment or change of itinerary' section of the policy, I'm satisfied Aviva has fairly relied on the exclusion to decline the claim.
- It isn't disputed that Mr C was denied boarding because of the airline's error, and that it didn't have reasonable grounds to do so.
- I'm satisfied that that a reasonable person would reasonably conclude this constituted an omission on the part of the airline – the provider of transport in this case - or its agents (to fulfil its obligation to board Mr C in line with the booking).
- I've taken into account all points made on behalf of Mr C but I'm not persuaded by them. That includes the hypothetical examples provided and Mr C says it would be unfair for the exclusion to be applied to, for the claim to be declined. However, I've focussed on the circumstances that led to the claim being made on Mr C's behalf and whether Aviva acted fairly and reasonably by declining the claim.
- I also understand the majority of the group Mr C was due to travel with did board the flight and transport was provided. However, I'm satisfied that Aviva has fairly concluded that the airline omitted to allow Mr C to board the flight in error.

I know Mr C will be disappointed with my decision. I hope it provides some reassurance to know that this complaint has been impartially considered by someone independent of the parties.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 5 February 2026.

David Curtis-Johnson
Ombudsman